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SARAH HADASSAH HOFFMAN

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

E-FILING

SARAH HADASSAH HOFFMAN,

Plaintiff,

vs.

SUTTER HEALTH, UNUM LIFE
INSURANCE COMPANY OF AMERICA,

Defendants.

CASE NO. CV 08 1811 CRB

**JOINT CASE MANAGEMENT
CONFERENCE STATEMENT**

Date: August 1, 2008

Time: 8:30 a.m.

Ctrm: 8

The parties in the above-captioned matter submit this Case Management Statement and Proposed Order, and request the Court adopt it as its Case Management Order for this case.

1. Jurisdiction and Service: The claim arises under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, *et seq.* ("ERISA") and as such, this Court has subject matter jurisdiction of this action under 29 U.S.C. Section 1132 and 28 U.S.C. Section 1331.

2. Facts: This case relates to an employee welfare benefit plan governed by ERISA. The plaintiff, SARAH HADASSAH HOFFMAN, was an employee of Sutter Health which procured group long term disability insurance Plan (“the Plan”) underwritten by UNUM Life Insurance Company of America. Plaintiff was a participant under the Plan. Plaintiff made a claim for benefits under the Plan. Benefits were paid to plaintiff that were not offset by plaintiff’s deductible sources of income as provided in the Plan. Plaintiff’s claim for continued benefits was denied. The principal factual issue which the parties dispute is whether plaintiff was disabled and eligible for continued benefits under the Plan’s terms.

3. Legal Issues: The standard of review to be applied in this case.

4. Motions: If the parties do not resolve this matter through mediation, they anticipate that it will be resolved through cross-motions for summary judgment.

5. Amendment of Pleadings: None.

6. Evidence Preservation: The Administrative Record of the claim for benefits has been preserved and will be produced with the initial disclosures.

7. Disclosures: The parties certify that they have made disclosures, or will have made disclosures by the date of the Case Management Conference.

8. Discovery: Defendants assert that no discovery is permitted as the review of the denial of plaintiff’s claim for benefits must be made by the Court based on the administrative record of the claims appeal that was before UNUM at the time it concluded benefits were not payable. See *Kearney v. Standard Ins. Co.*, 175 F.3d 1084, 1094-1095 (9th Cir. 1999) and *Taft v. Equitable Life Assurance Society*, 9 F.3d 1469, 1471-72 (9th Cir. 1993). Plaintiff disagrees and reserves her right to complete discovery as provided in *Metropolitan Life Ins. Co. v. Glenn*, No. 06-923, 2008 U.S.LEXIS 5030 (U.S.Sup.Ct. June 19, 2008); *Abatie v. Alta Health & Life Insur. Co.*, 458 F.3d 955 (9th Cir. 2006).

9. Class Actions: Not applicable.

10. Related Cases: None.

11. Relief: Plaintiff seeks payment of back disability payments, plus interest attorneys’ fees and costs. Further, plaintiff seeks a declaration regarding her right to receive

1 future long-term disability benefits under the Plan. UNUM seeks recovery of overpayments
2 because plaintiff did not offset deductible sources of income that she received.

3 12. Settlement and ADR: Court ordered mediation is to be completed on or before
4 October 20, 2008.

5 13. Consent to Magistrate Judge For All Purposes: UNUM's does not consent to have
6 a magistrate judge conduct all further proceedings including trial and entry of judgment.

7 14. Other References: Not Applicable.

8 15. Narrowing of Issues: Not Applicable.

9 16. Expedited Schedule: If the parties do not resolve this matter through mediation,
10 they anticipate that it will be resolved through cross-motions for summary judgment.

11 17. Scheduling: Cross-Motions for summary judgment to be filed on October 31,
12 2008, oppositions on November 14, 2008, replies on November 21, 2008 and hearing on
13 December 5, 2008.

14 18. Trial: The matter will be resolved through cross-motions for summary judgment.

15 19. Disclosure of Non-party Interested Entities or Persons:

16 SARAH HADASSAH HOFFMAN, SUTTER HEALTH Group Long Term Disability
17 Plan, UNUM LIFE INSURANCE COMPANY OF AMERICA and UNUM Group.

18 20. Such other matters as may facilitate the just, speedy and inexpensive disposition
19 of this matter: None.

20 RIMAC & MARTIN, P.C.

21 DATED: July 25, 2008

By: /s/ WILLIAM REILLY
WILLIAM REILLY
Attorneys for Defendants
SUTTER HEALTH & UNUM LIFE INSURANCE
COMPANY OF AMERICA

24 **ROBOOSTOFF & KALKIN**

25 Dated: July 24, 2008

By: /s/ CONSTANTIN ROBOOSTOFF
CONSTANTIN ROBOOSTOFF
Attorneys for plaintiff